

# STATE OF MONTANA TERM CONTRACT

Department of Administration  
State Procurement Bureau  
165 Mitchell Building  
PO Box 200135  
Helena, MT 59620-0135  
Phone: (406) 444-2575 Fax: (406) 444-2529  
TTY Users-Dial 711  
<http://www.discoveringmontana.com/doa/gsd>

**T.C. #: 03-675B**  
**Title: IT SERVICES**  
**This is a non-exclusive contract.**

CONTRACT TERM	FROM	July 1, 2003	CONTRACT STATUS	NEW (X)
	TO	June 30, 2006		RENEW ( )
VENDOR ADDRESS	Various-See attached listing		ORDER ADDRESS	
ATTN:			ATTN:	
PHONE:			PHONE:	
FAX:			FAX:	
E-MAIL:			E-MAIL:	

PRICES: Per Contract

DELIVERY: Per Contract

F.O.B.: Destination

TERMS: Per Contract

REMARKS: This Term Contract is a result from RFP03-675B for IT Services and is one of the State of Montana's MIS Services contracts. No work can be started under this contract without an approved ITPR from the Department of Administration's Information Technology Services Division.

IFB/RFP No.: 03-675B

BRAD SANDERS, CONTRACTS OFFICER

DATE: 10/28/04

**AUTHORIZED SIGNATURE**

## IT SERVICES CONTRACT 03-675B

### Definition of Terms

The following terms as used throughout this Contract shall have the meanings set forth below.

**“Acceptance”** shall mean that the Software has passed its Acceptance Testing and shall be formalized in a written notice from State to Contractor; or, if there is no Acceptance Testing, Acceptance shall occur when the Products are delivered.

**“Acceptance Date”** shall mean the date upon which State accepts the Software.

**“Acceptance Testing”** shall mean the process for ascertaining that the Software meets the standards set forth in the section titled **Standard of Performance and Acceptance**.

**“Addendum”** shall mean a document that is in addition to this contract, a supplement.

**“Amendment”** shall mean an addended document that amends the contract, a correction.

**“Business Days and Hours”** shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m., Mountain Time, except for holidays observed by the State.

**“Contract”** shall mean this document, all schedules and exhibits, and all amendments hereto.

**“Contractor”** shall mean Contractor and its employees and agents. Contractor also includes any firm, provider, organization, individual, or other entity performing the business activities under this Contract. It shall also include any Subcontractor retained by Contractor as permitted under the terms of this Contract.

**“Delivery Date”** shall mean the date by which the Products ordered hereunder must be delivered.

**“Effective Date”** shall mean the first date this Contract is in full force and effect. It may be a specific date agreed to by the parties; or, if not so specified, the date of the last signature of a party to this Contract.

**“Help Desk”** shall mean a service provided by Contractor for the support of Contractor’s Products. State shall report warranty or maintenance problems to Contractor’s Help Desk for initial troubleshooting and possible resolution of the problems or for the initiation of repair or replacement services.

**“Installation Date”** shall mean the date by which all Software ordered hereunder shall be in place, in good working order and ready for Acceptance Testing.

**“ITPR”** shall mean the Information Technology Procurement Request form that agencies are required to complete for IT acquisitions.

**“License”** shall mean the rights granted to State to use the Software that is the subject of this Contract.

**“Price”** shall mean charges, costs, rates, and/or fees charged for the Products and Services under this Contract and shall be paid in United States dollars.

**“Product(s)”** shall mean any Contractor-supplied equipment, Software, and documentation.

**“Services”** shall mean those Services provided under this Contract and related to the Software License(s) being purchased that are appropriate to the scope of this Contract and includes such things as consulting and programming Services, maintenance, training, etc.

**“Software”** shall mean the object code version of computer programs licensed pursuant to this Contract. Software also means the source code version, where provided by Contractor. Embedded code, firmware, internal code, microcode, and any other term referring to software residing in the equipment that is necessary for the proper operation of the equipment is included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections.

**“Specifications”** shall mean the technical and other specifications set forth in the RFP, any additional specifications set forth in Contractor's Response, and the specifications set forth in proposers Product documentation.

**“Standard of Performance”** shall mean the criteria that must be met before Software Acceptance, as set forth in the section titled **Standard of**

**Performance and Acceptance.** The Standard of Performance also applies to all additional, replacement or substitute Software and Software that is modified by or with the written approval of Contractor after having been accepted.

**“Subcontractor”** shall mean one not in the employment of Contractor, who is performing all or part of the business activities under this Contract under a separate contract with Contractor. The term “Subcontractor” means Subcontractor(s) of any tier.

**“Work Product”** shall mean data and products produced under this Contract including but not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, Software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law.

**1. PARTIES**

THIS CONTRACT, is entered into by and between the State of Montana, Department of Administration, Information Technology Services Division, (hereinafter referred to as "the State"), whose address and phone number are 118 N. Roberts, Annex Building, Helena, Montana 59620 and the listing of contractors identified at the following website: <http://discoveringmontana.com/itsd/contract/MISservices.asp>, (hereinafter referred to as the "Contractor").

THE PARTIES AGREE AS FOLLOWS:

**2. EFFECTIVE DATE, DURATION, AND RENEWAL**

(a) This contract SPB03-675 B shall take effect on July 1, 2003. The contract shall terminate on June 30, 2006, unless terminated earlier in accordance with the terms of this contract. (Mont. Code Ann. § 18-4-313.)

(b) This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be extended in one-year intervals, or any interval that is advantageous to the State, for a period not to exceed seven (7) additional years. This extension is dependent upon legislative appropriations and in no case may this contract run longer than a 10 (ten)-year period.

**3. PRICE ADJUSTMENTS**

Price increases may be permitted at the time of contract renewal through a process of negotiation between the Contractor and the State. Any price increases must be based on demonstrated industry-wide or regional increases in the Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

**4. IT SERVICES**

Contractor agrees to provide to state agencies the following IT services, described in RFP 03-675B, and as offered and accepted in Contractor's proposal. The terms and conditions of any SOW cannot conflict with the terms and conditions of this Contract. In the event of any conflict, the Contract shall prevail.

**5. CONSIDERATION/PAYMENT**

(a) In consideration for the services to be provided, the ordering agency will pay within 30 days after receipt of a properly executed invoice for accepted IT services. The final payment, plus retainer (if applicable), will be paid in receipt of a properly executed invoice and upon acceptance of completed project. The Contractor will bill each agency directly for services provided.

(b) Services provided for any project may be charged on a time and materials or fixed price basis. Ordering agency will determine how the project will be charged, and the State has the final say in how the project will be charged.

(c) The Contractor will indicate on each invoice, the number of hours, the name, the hourly rate for each assigned staff, and the total charges for all staff, and total charges for the entire project. Both current and project-to-date charges must be provided. This applies to both time and materials and fixed price basis per part (b) above.

**6. ACCESS AND RETENTION OF RECORDS**

(a) The Contractor agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Mont. Code Ann. § 18-1-118.)

(b) The Contractor agrees to create and retain records supporting the IT Services for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or a third party.

**7. ASSIGNMENT, TRANSFER AND SUBCONTRACTING**

The Contractor shall not assign, transfer or subcontract any portion of this contract without the express written consent of the State. (Mont. Code Ann. § 18-4-141.)

**8. HOLD HARMLESS/INDEMNIFICATION**

The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this contract performance security is not required until work is approved under this contract.

**9. INSURANCE**

General Requirements: The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

Primary Insurance: The Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Specific Requirements for Commercial General Liability: The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

Additional Insured Status: The State, its officers, officials, employees, and volunteers are to be covered as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Certificate of Insurance/Endorsements: A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, has been received by the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

### **10. COMPLIANCE WITH THE WORKERS' COMPENSATION ACT**

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with sections 39-71-120, 39-71-401, and 39-71-405, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the contractor nor its employees are employees of the State.. This insurance/exemption must be valid for the entire contract period. A renewal document must be sent to the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, upon expiration.

### **11. PATENT AND COPYRIGHT PROTECTION**

(a) In the event of any claim by any third party against the Department that the products furnished under this contract infringe upon or violate any patent or copyright, the Department shall promptly notify Contractor. Contractor shall defend such claim, in the Department's name or its own, as appropriate, but at Contractor's expense. Contractor will indemnify the Department against all costs, damages and attorney's fees that a Court finally awards as a result of such claim. If the Department reasonably concludes that its interests are not being properly protected, it may enter any action. However, any settlement by the Department with the party alleging such infringement or violation shall not be binding upon Contractor and the Contractor shall be under no obligation to pay or indemnify the Department. Further, if principles of governmental or public law are involved, the State of Montana may participate in the defense of any such action.

(b) If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then Contractor may, at its option, procure for the Department the right to continue using the alleged infringing product, or modify the product so that it becomes non-infringing.

If none of the above options can be accomplished, or if the use of such product by the Department shall be prevented by permanent injunction, the Department agrees to return the product at Contractor's request and the Contractor agrees to grant the Department a credit for full cost of the product and any related product provided by Contractor which can no longer be used effectively without the use of the infringing product.

(c) This section shall not apply if the infringement, or claim thereof, is based upon the use of products supplied by the Contractor in combination with other software not made or supplied by Contractor (Department or other vendor supplied), or the use of products by the Department with apparatus, data or programs not furnished or supplied by Contractor (Department or other vendor supplied), or products not manufactured or supplied by Contractor (Department or other vendor supplied). This section will apply to all products offered by Contractor.

### **12. INTELLECTUAL PROPERTY**

All patents and other legal rights in or to inventions created in whole or in part under the contract must be available to the State for royalty-free and nonexclusive licensing. Both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under the contract.

### **13. TAX EXEMPTION**

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

### **14. COMPLIANCE WITH LAWS**

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

### **15. COOPERATIVE PURCHASING**

Under Montana law, public procurement units, as defined in section 18-4-401, MCA, have the option of cooperatively purchasing with the State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the bidder/Offeror objects, in writing to the State Procurement Bureau prior to the award of this contract, the prices, terms, and conditions of this contract will be offered to these public procurement units.

### **16. COMPLIANCE WITH STATE STANDARDS**

The State requires that any work done under this contract comply with all applicable Enterprise IT Policies and Enterprise Hardware and Software Standards.

<http://www.discoveringmontana.com/itsd/> under the **TECHNOLOGY IN MONTANA** fly out menu.

**17. NON-EXCLUSIVE CONTRACT**

The intent of this contract is to provide state agencies with an expedited means of procuring services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a “Non-exclusive” use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with

Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

**18. CONTRACT OVERSIGHT**

(a) The Contractor is notified that pursuant to 2-17-514, MCA, the Department of Administration retains the right to cancel or modify any contract, project or activity that is not in compliance with the Agency’s Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard.

(b) The State or designee of the State may perform contract oversight activities. Such activities may include the identification, analysis, resolution, and prevention of problems that may occur within IT projects.

(c) For projects with problems or deficiencies, the State will ensure that a plan is implemented to resolve the problems/deficiencies. Follow-up reviews may be scheduled to make sure that the problems/deficiencies have been resolved. The State designee and/or CIO may halt the work on a project and/or cancel the contract if problems and deficiencies have not been resolved and successful completion of the project is in jeopardy.

**19. CONTRACTOR PERFORMANCE ASSESSMENTS**

(a) The Contractor’s performance under this contract may be assessed and tracked. Assessments will be completed by purchasing agencies and kept on file at ITSD. Contractors will have an opportunity to respond to assessments, and independent verification of the assessment may be utilized in the case of disagreement.

(b) Completed assessments may be kept on record at ITSD and may serve as past performance data. Past performance data will be available to assist agencies in the selection of IT service providers for future projects. Past performance data may also be utilized in future procurement efforts.

**20. CONTRACT TERMINATION**

Any notice of termination made under this Contract shall be made in writing.

(a) The parties may mutually terminate this Contract by written agreement at any time.

(b) The State, at its sole discretion, may terminate or reduce the scope of this contract, or project if available funding is reduced for any reason. (Montana Code Annotated § 18-4-313(3)).

(c) Termination for Cause: The State may terminate this contract in whole or in part at any time the Contractor fails to perform the contract pursuant to the conditions set for the in the SOW or Contract. (See Section: Event Of Default – Remedies.)



(d) Voluntary or involuntary Bankruptcy or receivership by Contractor may be cause for termination.

(e) The Contractor is notified that pursuant to 2-17-514, MCA, the Department of Administration retains the right to cancel or modify any contract, project or activity that is not in compliance with the Agency's Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard.

**21. EVENT OF DEFAULT - REMEDIES**

(a) Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- (1) products or services furnished by the Contractor during performance of the contract term fails to conform to any requirement of the contract or Statement of Work (SOW), or standard of the industry; or
- (2) failure to submit any report required hereunder; or
- (3) failure to perform any of the other covenants and conditions of the contract, including beginning work under this contract without prior State approval.

(b) Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- (1) give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this contract after giving the Contractor notice of termination;
- (2) give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this contract and ordering that the portion of the Contract Price, which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default, shall never be paid to the Contractor;
- (3) set off against any other obligation the State may owe to the Contractor any damages the State suffers by reason of any Event of Default;
- (4) treat the contract as breached and pursue any of its remedies at law or in equity, or both.

**22. RETAINER**

The State may require retainer on any project. Retainage will be withheld from payment due the Contractor.

**23. PENALTIES**

The State reserves the right to assess penalties including monetary compensation depending on the severity of the penalties for non-performance issue.

**24. WAIVER OF BREACH**

No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Contractor.

**25. TRANSITION ASSISTANCE**

If this Contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated, for any reason, the Contractor must provide for a reasonable period of time after the expiration or termination of this project or Contract, all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, the project IT Procurement Request (ITPR), and Statement of Work (SOW), (notwithstanding this expiration or cancellation) except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract. If there are no established Contract rates, then the rate shall be mutually agreed upon. If the State terminates a project or this Contract for cause, then the State will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said termination.

**26. STATE PERSONNEL**

**(a) CONTRACT MANAGER**

This Contract is managed by the Information Technology Services Division (ITSD), Department of Administration for the State of Montana in accordance with 2-17-512, MCA. All *contract* management on behalf of ITSD shall be through a single point of contact designated as the Contract Manager. Written notices, requests, complaints or any other issue regarding the *contract* should be directed to the Contract Manager.

The ITSD Contract Manager for this contract is:

Name	Brett Boutin
Address	118 N. Roberts Annex Building
Phone	406-444-0515
Fax	406-444-4644
Email	<a href="mailto:bboutin@state.mt.us">bboutin@state.mt.us</a>

**(b) PROJECT MANAGER**

The Project Manager will be listed by the agency in the Statement of Work. The Agency Project Manager is responsible for day to day project activities. *Non-contract* questions, requests, complaints, or other operational issues should first be directed to the Project Manager.

(c) **CONTRACT LIAISON**

The ITSD or Agency Contract Liaison will monitor the contract usage, collect monthly reports from the Contractors, and will handle minor contractual issues.

The ITSD Contract Liaison for this contract is:

Name	Brett Boutin
Address	118 N. Roberts Annex Building
Phone	406-444-0515
Fax	406-444-4644
Email	<a href="mailto:bboutin@state.mt.us">bboutin@state.mt.us</a>

**27. CONTRACTOR PERSONNEL**

- (a) All services provided for the State under this contract shall be performed by the individual(s) and/or personnel with qualifications as identified and/or described in the Contractor's proposal.
- (b) All services provided for the State under this contract shall be performed at an equal or less rate than submitted in the proposal for the individual(s) and/or personnel qualifications.
- (c) The Contractor shall assign qualified individuals to projects who possess the knowledge, skills and abilities to successfully perform assigned tasks. The State shall approve the assignment of Contractor personnel. The State also reserves the right to require personnel replacement if such personnel are not qualified to adequately perform services for the project.
- (d) The State reserves the right to require approval of Contractor staff changes or substitutions. Contractor further agrees that any substitution made pursuant to this paragraph must be equally or better qualified than staff originally assigned. The State's approval of a substitution will not be unreasonably withheld.
- (e) In the event that Contractor personnel become unavailable, it will be the Contractor's responsibility to provide an equally qualified replacement in time to avoid delays to the work plan.
- (f) **CONTRACT MANAGER**  
The Contractor shall name a Contract Manager, typically in the industry called an Account Executive (AE), to be in place for the duration of the contract. The AE will be the single point of contact to the State Contract Manager, and will assume responsibility for the coordination of all *contract* issues under this contract. The AE will meet with the Contract Manager and/or others necessary to resolve any conflicts, disagreements, or other contract issues.

The Contract Manager for this contract is:

Name	<u>Various Vendors, See Contract Listing</u>
Address	_____
Phone	_____
Cell	_____
Fax	_____
Email	_____

(g) PROJECT MANAGER

The Contractor shall name a Project Manager (PM) to be in place for the duration of the contract. The PM may be the same person as the Contract Manager (or AE). The PM will be the single point of contact to the State Project Manager, and will assume responsibility for the coordination of non-contract issues, such as other operational requirements, under this contract. The PM will meet with the State Project Manager, project manager, and/or others necessary to resolve any conflicts or disagreements under this contract.

The Project Manager for this contract is:

Name Various Vendors, See Contract Listing  
Address \_\_\_\_\_  
Phone \_\_\_\_\_  
Cell \_\_\_\_\_  
Fax \_\_\_\_\_  
Email \_\_\_\_\_

(h) CONTRACT LIAISON

The Contractor shall name a Contract Liaison (CL) to be in place for the duration of the contract. The CL will provide contract status reports to the State CL on a monthly basis. The State CL must receive monthly reports by the 10<sup>th</sup> of each month regardless of the amount of contract work being performed. If no work is being performed, the CL must provide that information to the State CL. The State has the right to request a report outside of the normal reporting period and the Contractor has up to three (3) working days from the date of the request to comply. The Contract Liaison may be the same person as the Contract Manager (or AE).

The Contract Liaison for this contract is:

Name Various Vendors, See Contract Listing  
Address \_\_\_\_\_  
Phone \_\_\_\_\_  
Cell \_\_\_\_\_  
Fax \_\_\_\_\_  
Email \_\_\_\_\_

The monthly reports shall include:

Ordering agency,  
Project name and brief description,  
Analysis and programming services area,  
Date of purchase/project start date,  
Number of hours worked on project for current month,  
Dollar amount billed for work on project for current month,  
Number of hours worked to date on project and projected total hours,  
Dollar amount billed to date for project and projected total cost for project.

**28. MEETINGS**

The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract, at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the State. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, if mutually agreed upon and at the Contractor's expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

**29. CHOICE OF LAW AND VENUE**

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See Mont. Code Ann. § 18-1-401.)

**30. SCOPE, AMENDMENT AND INTERPRETATION**

(a) This contract consists of 14 numbered pages, any Addenda, RFP03-675B as amended and Contractor's response as amended, all clarification, discussions, negotiations, demonstrations. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order.

(b) These documents contain the entire contract of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

**31. EXECUTION**

The parties through their authorized agents have executed this contract on the dates set out below.

IT SERVICES

---

MONTANA DEPARTMENT OF  
ADMINISTRATION, INFORMATION  
TECHNOLOGY SERVICES DIVISION  
118 N. Roberts Street  
Annex Building  
Helena, MT 59620  
81-0302402

CONTRACTOR \_\_\_\_\_  
ADDRESS \_\_\_\_\_

FED ID \_\_\_\_\_

BY: Jeff Brandt/Acting CIO  
(Name/Title)

BY: \_\_\_\_\_  
(Name/Title)

BY: \_\_\_\_\_  
(Signature)

BY: \_\_\_\_\_  
(Signature)

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Approved as to legal content:

\_\_\_\_\_  
Legal Counsel (Date)  
Department of Administration

Approved as to form:

\_\_\_\_\_  
Contracts Officer (Date)  
State Procurement Bureau